

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PASZ AUF TRAINING FILMS, INC.,	)	AMENDED
Plaintiff,	)	COMPLAINT
	)	07 CV 7021 (PKL)
v.	)	
	)	JURY TRIAL
MANUEL PARRISH,	)	DEMANDED
Defendants.	)	
	)	

**AMENDED COMPLAINT**

Plaintiffs, Pasz Auf Training Films, Inc., ("PASZ" or "Plaintiff"), by and through their attorneys allege as follows:

**THE PARTIES**

1. Plaintiff, Pasz Auf Training Films, Inc. is a corporation with a place of business at 1010 University Avenue, #1589, San Diego, CA 92103.

2. Defendant, Manuel Parrish, is an individual with an address at 2152 73<sup>rd</sup> Street, Brooklyn, NY 11204.

**JURISDICTION AND VENUE**

3. This court has jurisdiction pursuant to 28 U.S.C. Section 1338, 1331, 1332 and 1367.

4. On information and belief, Defendants actively target the New York market and consumers.

5. On information and belief, Defendant distributes video content in the State of New York.

6. On information and belief, Defendants conduct substantial business in New York.

7. On information and belief, Defendants are subject to the jurisdiction of this Court, and venue is proper in this District pursuant to 28 U.S.C. §1391.

### **FACTUAL BACKGROUND**

8. Plaintiffs repeat each and every allegation set forth herein in paragraphs 1 through 7 as though fully set forth herein.

9. On October 25, 2005, the Plaintiff and the Defendant entered into an agreement (“Agreement”) in which the Plaintiff purchased the rights to digital images, digital footage and associated jpg files (collectively referred to hereinafter as “Purchased Content”).

10. By the terms of the Agreement, Plaintiff agreed to pay the Defendant \$2500 for the for Purchased Content and Defendants agreed to “have relinquished all claims and rights and any royalties derived from income generated by this material and wholly agrees not to sell, distribute, manufacture, trade or assign copies of the aforementioned material (in any form) to any other party, without expressed written consent or license from PATF [Plaintiff] directly” as set out in the “Ownership Rights” section of the agreement attached hereto as Exhibit A.

11. By the terms of the Agreement, Plaintiff agreed to pay Defendant the sum of two thousand five hundred dollars (U.S. \$2,500.00).

12. Plaintiff has performed their obligations under the Agreement.

13. Plaintiff relied on Defendants to perform their obligations under the Agreement.

14. Despite agreeing not to, Defendants continue to have the use, benefit, and enjoyment of the Purchased Content and sell the Purchased Content on his website [www.realstuds.com](http://www.realstuds.com) and other websites.

15. Defendants own the website [www.realstuds.com](http://www.realstuds.com) as shown and attached hereto as Exhibit B.

16. Plaintiff has spent large sums of money on editing and mastering DVD's, printing DVD sleeves, advertising and promotion.

17. Plaintiff's prominently display the images on their DVD covers and consumers associate the content and images, including the model with distinctive tattoos, with Plaintiff. Defendants use the same content with the same model prominently displayed and offered for sale on their website, in direct competition with Plaintiffs.

18. Plaintiff has registered with the United States Copyright Office the "Renzi Footage" which is the subject matter used and offered for sale on their website. The Copyright has been accorded registration number PA 1-374-333. A copy of the copyright registration is attached hereto as Exhibit C.

19. Defendant undercuts Plaintiffs ability to sell the Purchased Content by directly competing with him and selling the same content, despite contractually agreeing not to do so.

20. Defendants have earned profits from the use of the Purchased Content.

21. Upon information and belief, Defendants continue to gain substantial profits from the use of the Purchased Content. Defendant's use of Plaintiff's content constitutes copyright infringement.

22. Plaintiffs have no adequate remedy at law.

**COUNT I - BREACH OF CONTRACT**

23. Plaintiffs repeat each and every allegation set forth herein in paragraphs 1 through 22 as though fully set forth herein.

24. The actions and omissions committed by the Defendants as aforesaid, including, but not limited to, violating the provision that states [defendant] “wholly agrees not to sell, distribute, manufacture, trade or assign copies of the aforementioned material (in any form) to any other party, without expressed written consent or license from PATF [Plaintiff] directly.”

25. Plaintiffs have been deprived of the benefit of their bargain due to Defendants' breach of contract and have sustained substantial damages as a result of such breach.

**COUNT II - UNJUST ENRICHMENT**

26. Plaintiffs repeat each and every allegation set forth herein in paragraphs 1 through 25 as though fully set forth herein.

27. Defendant has obtained substantial benefits from Plaintiff's Purchased Content.

28. Defendant has derived substantial gain from the use of the Purchased Content owned by Plaintiff and Defendant has been unjustly enriched. It would be unjust, in equity and good conscience, to permit defendants to refuse to make any restitution to the plaintiff.

**COUNT III - BREACH OF FIDUCIARY DUTY**

29. Plaintiffs repeat each and every allegation set forth herein in paragraphs 1 through 28 as though fully set forth herein.

30. Defendants owed Plaintiffs certain fiduciary duties, including, but not limited to, a duty of loyalty.

31. The actions committed by the Defendants as aforesaid, including, but not limited to, failing to protect Plaintiff's property interest and rights, constitute a violation of Defendants' duties.

32. The actions and omissions committed by Defendants have substantially damaged Plaintiffs.

#### **COUNT IV - COPYRIGHT INFRINGEMENT**

33. Plaintiff repeats each and every allegation set forth herein in paragraphs 1 through 32 as though fully set forth herein.

34. Plaintiff has a valid copyright for "Renzi Footage". Pursuant to 17 U.S.C. 410 the certificate of copyright registration number PA 1-374-333 constitutes prima facie evidence of the validity of the copyright and of the facts stated in the certificate. Plaintiffs copyright is entitled to such statutory presumptions.

35. Defendant has used the "Renzi Footage" for their commercial gain.

36. Defendant's aforesaid activities constitute copyright infringement.

**WHEREFORE**, Plaintiffs pray that:

A. Defendants, its agents, servants, employees, franchisees, licensees, attorneys and all others in active concert or participation with Defendants, be enjoined and restrained, during the pendency of this action as a preliminary injunction and permanently thereafter from:

1. Using in any way or form Plaintiffs' Purchased Content.

B. Within ten (10) days after the entry of an order for either preliminary or permanent injunction, Defendants be required to remove and destroy any purchased content, DVD's, promotional materials, advertisement posters and such that bear Plaintiffs' Purchased Content;

C. Plaintiffs recover the Defendants' profits, as well as the damages sustained by Plaintiffs due to Defendant's actions, such amount of profits and damages to be trebled.

D. Defendants be required to file with the Court and serve upon Plaintiffs a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the terms of the injunction.

E. Awarding Plaintiffs such damages, including compensatory and punitive damages, as are appropriate in view of the conduct, including the willful conduct, on the part of Defendants.

F. Defendants be required to pay Plaintiffs the costs of this action, together with reasonable attorneys' fees and disbursements.

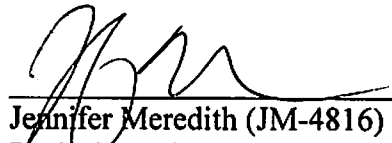
G. Plaintiffs to have such other and further relief as this Court deems just and equitable.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury of all issues properly trial by jury in this action.

Date: October 3, 2007

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JM', is written over a horizontal line.

Jennifer Meredith (JM-4816)  
Darius Keyhani (DK-4816)  
Meredith & Keyhani, PLLC  
330 Madison Avenue  
6<sup>th</sup> Floor  
New York, New York 10017  
(212) 760-0098  
(212) 202-3819 Facsimile  
Attorneys for Plaintiffs

**EXHIBIT A**



**AGREEMENT TO PURCHASE ADULT IMAGE MATERIAL**

This agreement is between PASZ AUF TRAINING FILMS, INC., dba ANGRY YOUNG MAN ("PATF") and MANUEL PARRISH ("Mr. Parrish".) Mutually dated and agreed upon herein:

**Content:**

PATF has asked to purchase the following from Mr. Parrish: approximately 30 minutes of digital video footage, and any associated .jpg digital image files of a model known as "Steve", engaged in various acts of auto-eroticism and Q&A thereof.

**Formats:**

\*1 Digital Video Tape (format to be mutually agreed upon) containing the image and likeness of Steve.

\*Several (between 20-100) separate digital images of associated .JPG picture files representing the above-referenced video shoot of Steve. Quality and format "as is" at time of shooting.

\*1 legal adult model release and any proof of identification that relate to this model.

**Liability:**

Both parties agree that this material is deemed "adult viewing only" in nature, and is intended only for such use, thereof. PATF assumes full responsibility, legal, civil, commercial or private in nature, and any other form of distributing and viewing by obtaining the full and complete rights and ownership to this material.

This agreement and associated "Adult Model Release" also transfers all potential liability from Mr. Parrish to PATF, legal, civil and any other form otherwise, resulting from model "Steve" having his image, likeness, character defamation, injuries, promises and/or any other claims as a result of PATF privately or commercially releasing his image. PATF wholly assumes any and all damages, liabilities and responsibilities therein.

**Page Two**

**Payment:**

The payment terms between PATF and Mr. Parrish are as follows:

\*\$2,500 will be paid for the aforementioned legal rights to the Delivered Video Footage, .jpg format Image Files and Signed Model release as per payment schedule agreed to below.

\*Upon receipt of a corporate check for \$2500, Mr. Parrish agrees to send by agreed express courier, the physical material mentioned above under heading titled "formats".

**Release Date:**

*The "release date" may, but not solely, be determined by the appearance of above agreed material in any "Angry Young Man" (or associated subsidiary) DVD, Video Tape, Pay-Per-View System, Web Page, email , print advertising or any other means of offering sale and/or promotions of said material, including but not limited to angryyoungMAN.com, or at any other commercial or private venues, physical or delivery systems in location or nature.*

**Forfeiture:**

Failure, inconsistencies, delays, problems or changes (legal or otherwise) in payment to Mr. Parrish, in the dates and schedules outlined above, with out the expressed written agreement between both parties, will immediately constitute an absolute revocation of the rights and terms of this contract, impose an immediate withdrawal of any released product, and enforce a cease and desist on any further and future release, production and manufacturing of agreed material. Partial or incomplete payment of any monies received by Mr. Parrish will not be refunded.

**Release Terms:**

PATF reserves the right to "initially" release this footage at any time between November 1st, 2005 and February 1st 2006. Any extensions of "initial release date" must be mutually agreed upon in writing. Any unauthorized delay of "initial" release date(s), and delay of payment schedule thereof will be deemed in direct violation of Mr. Parrish's whole and exclusive ownership and any PATF claims will be null and void.

Page Three

**Ownership Rights:**

\*Upon completion of the terms of this contract, PATF will own any and all exclusive rights (physical, legal and otherwise) to this Material. Mr. Parrish will have relinquished all claims and rights and any royalties derived from income generated by this material and wholly agrees not to sell, distribute, manufacture, trade or assign copies of the aforementioned material (in any form) to any other party, without expressed written consent or license from PATF directly.

**Production Billing and Credits:**

\*Mr. Parrish will NOT be accredited to the production or photo or videography including, but not limited to assumption, sale or distribution or creation of the said material without expressed written permission of Mr. Parrish.

This agreement is between PASZ AUF TRAINING FILMS, INC., dba ANGRY YOUNG MAN ("PATF") and MANUEL PARRISH ("Mr. Parrish".) This contract cannot be transferred, sold, traded, bartered or willed to any other party, without expressed written permission between both parties stated within. Any future sale or assignments of this contract, in any form or kind, unforeseen or otherwise, will include all assumption of all liabilities, terms and responsibilities stated herein, to any individual, party, corporation, estate or entity that assumes ownership.

This contract is legally binding between both aforementioned parties and will abide by the contract laws of New York State and any contest will be decided by the courts of New York State therein.

Page Four

**Mutually understood and agreed to:**

 Dated 10/25/05

**Manuel Parrish**  
2152 73rd Street  
Brooklyn, N.Y. 11204

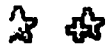
 Dated 24 Oct 2005

**Jon P. Baumer, CEO**  
Pasz Auf Training Films, Inc.  
9450-B Mira Mesa Blvd, PMB #206  
San Diego, CA 92126

**EXHIBIT B**

<http://www.networksolutions.com/whois/results.jsp?domain=realstuds.com>

File Edit View Favorites Tools Help



WHOIS domain registration information results for rea...

**IMAGE NOT  
AVAILABLE**

- » [Certified Offer Service](#) - Let us help you get this domain name!
- » [Backorder](#) - Try to get this name when it becomes available.
- » [Private Registration](#) - Keep personal information for this domain private.
- » [SSL Certificates](#) - Get peace of mind with a secure certificate.

Visit [AboutUs.org](http://AboutUs.org) for more information about REALSTUDS.COM [AboutUs:](#)  
[REALSTUDS.COM](http://REALSTUDS.COM)

**Registrant:**  
Parrish, Man

[Make this info private](#)

2152 73 street  
Brooklyn, NY 11204  
US

**Domain Name:** REALSTUDS.COM

**Administrative Contact :**

Parrish, Man  
[realnyc@RCN.COM](mailto:realnyc@RCN.COM)  
2152 73 street  
Brooklyn, NY 11204  
US  
Phone: 718 715-0815

**Technical Contact :**

Host, Brave ContactMiddleName  
[hostmaster@brave.net](mailto:hostmaster@brave.net)  
136 West 21st  
8 FL  
New York, NY 10011  
US  
Phone: 212-376-4000  
Fax: (212) 376-6368

**Record expires on** 01-Apr-2008  
**Record created on** 02-Apr-1998  
**Database last updated on** 20-Jan-2007

**Domain servers in listed order:**

[Manage DNS](#)

**EXHIBIT C**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America



Form PA

For a Work of Performing Arts

REGISTRATION

PA 1-374-333



EFFECTIVE DATE OF REGISTRATION

Month 9 Day 24 Year 07

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

RENZI FOOTAGE

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

motion picture (adult)

2

NAME OF AUTHOR ▼

a Manuel Joseph Parrish

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of \_\_\_\_\_  
Domiciled in US

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

1958

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

MOTION PICTURE (ADULT)

NAME OF AUTHOR ▼

b

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

c

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2002

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month 05

Day 18

Year 2006

Nation US

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Pasz Auf Training Films, Inc., 1010 University Avenue #1589  
San Diego, CA 92103

APPLICATION RECEIVED

SEP 24 2007

ONE DEPOSIT RECEIVED

SEP 24 2007, DVD/D

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

Transfer of all rights via agreement

MORE ON BACK ▶

• Complete all applicable spaces (numbers 1-4) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at the 8.

DO NOT WRITE HERE  
Page 1 of 2 pages



